

Contract #1571

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AGREEMENT

BETWEEN

TOWNSHIP OF EWING

AND

EWING TOWNSHIP POLICE SUPERIOR OFFICERS ASSOCIATION

JULY 1, 1993-JUNE 30, 1996

PREPARED BY:

**SGT. DONALD A. ROSE
PRESIDENT-S.O.A.**

SIDNEY LEHMANN, ESQ.

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PREAMBLE

THIS AGREEMENT, MADE THIS 24th DAY OF SEPTEMBER, 1993, BY
AND BETWEEN: TOWNSHIP OF EWING, A MUNICIPALITY IN THE COUNTY OF
MERCER, STATE OF NEW JERSEY, HEREINAFTER REFERRED TO AS THE
"EMPLOYER", AND EWING POLICE SUPERIOR OFFICERS ASSOCIATION,
OF EWING TOWNSHIP, NEW JERSEY, HEREINAFTER REFERRED
TO AS THE "ASSOCIATION".

WHEREAS, THE PARTIES HERETO HAVE CARRIED ON COLLECTIVE
BARGAINING NEGOTIATIONS FOR THE PURPOSE OF DEVELOPING AND CONCLUDING
A GENERAL AGREEMENT COVERING WAGES, HOURS OF WORK AND OTHER
CONDITIONS OF EMPLOYMENT OF THE SUPERIOR OFFICERS, WHO ARE MEMBERS
OF THE POLICE DEPARTMENT OF THE TOWNSHIP OF EWING.

NOW, THEREFORE, IN CONSIDERATION OF THESE PROMISES AND MUTUAL
AGREEMENTS HEREIN CONTAINED, THE PARTIES HERETO AGREE WITH EACH
OTHER WITH RESPECT TO THE EMPLOYEES OF THE EMPLOYER, AS HEREINAFTER
DEFINED, RECOGNIZED AS BEING REPRESENTED BY THE ASSOCIATION, AS
FOLLOWS:

ARTICLE I

RECOGNITION AND SCOPE OF AGREEMENT

SECTION 1.01

THE EMPLOYER RECOGNIZES THE ASSOCIATION AS THE SOLE AND/OR EXCLUSIVE BARGAINING AGENT FOR THE PURPOSE OF ESTABLISHING SALARIES, WAGES, HOURS AND OTHER CONDITIONS OF EMPLOYMENT FOR ALL ITS MEMBERS.

SECTION 1.02

THE BARGAINING UNIT SHALL CONSIST OF ALL SERGEANTS, LIEUTENANTS, AND CAPTAINS, WHO ARE MEMBERS OF THE POLICE DEPARTMENT OF THE TOWNSHIP OF EWING, COUNTY OF MERCER AND STATE OF NEW JERSEY.

SECTION 1.03

THIS AGREEMENT SHALL GOVERN ALL WAGES, HOURS AND OTHER CONDITIONS OF EMPLOYMENT AS HEREINAFTER SET FORTH EXCEPT THAT IT IS RECOGNIZED THAT THE MANAGEMENT OF THE TOWNSHIP, THE CONTROL OF ITS PROPERTIES AND MAINTENANCE OF ORDER AND EFFICIENCY, IS SOLELY A RESPONSIBILITY OF THE TOWNSHIP. ACCORDINGLY, THE TOWNSHIP RETAINS THE RIGHTS, INCLUDING BUT NOT LIMITED TO, SELECTING AND DIRECTING THE WORK FORCES, INCLUDING THE RIGHT TO HIRE, SUSPEND OR DISCHARGE FOR JUST CAUSE, ASSIGN, PROMOTE OR TRANSFER WITHIN THE DEPARTMENT, TO DETERMINE THE AMOUNT OF OVERTIME TO BE WORKED, TO RELIEVE EMPLOYEES FROM DUTY BECAUSE OF LACK OF WORK, CONSISTENT WITH N.J.S.A. 40A:14-19, ET SEQ., TRANSFER, AND DECIDE THE NUMBER

AND LOCATIONS OF ITS FACILITIES, STATIONS, ETC., TO DETERMINE THE WORK TO BE PERFORMED WITHIN THE UNIT, MAINTENANCE AND REPAIR OF EQUIPMENT, AMOUNT OF SUPERVISION NECESSARY, MACHINERY, METHODS, SCHEDULES OF WORK TOGETHER WITH SELECTION, PROCUREMENT, DESIGNING, ENGINEERING AND THE CONTROL OF EQUIPMENT AND MATERIALS, PURCHASE SERVICES OF OTHERS, CONTRACT OR OTHERWISE EXCEPT AS MAY BE OTHERWISE SPECIFICALLY LIMITED BY THIS AGREEMENT.

SECTION 1.04

IT IS AGREED THAT DURING THE TERM OF THIS AGREEMENT, NEITHER THE ASSOCIATION, ITS OFFICERS OR MEMBERS, SHALL INSTIGATE, CALL, SANCTION, CONDONE, OR PARTICIPATE IN ANY STRIKE, SLOW DOWN, STOPPAGE OF WORK, BOYCOTT, ILLEGAL OR UNLAWFUL PICKETING, OR WILLFUL INTERFERENCE WITH THE ESTABLISHED PROCEDURES AND POLICIES, AGAINST OR WITHIN THE TOWNSHIP OF EWING AND THERE SHALL BE NO LOCK OUT OF EMPLOYEES BY THE EMPLOYER.

IN THE EVENT THAT ANY OF THE EMPLOYEES VIOLATE THE PROVISIONS OF THE ABOVE PARAGRAPH, THE ASSOCIATION SHALL TAKE THE NECESSARY STEPS TO HAVE EMPLOYEES WHO PARTICIPATED IN SUCH ACTION BACK TO THEIR JOBS, FORWARD COPY OF SUCH ORDER TO THE EMPLOYER AND USE EVERY MEANS AT ITS DISPOSAL TO INFLUENCE THE EMPLOYEES TO RETURN TO WORK.

ARTICLE II
COLLECTIVE BARGAINING PROCEDURE

SECTION 2.01

COLLECTIVE BARGAINING WITH RESPECT TO RATES OF PAY, HOURS OF WORK AND OTHER CONDITIONS OF EMPLOYMENT SHALL BE CONDUCTED BY THE DULY AUTHORIZED BARGAINING AGENT OF EACH OF THE PARTIES.

SECTION 2.02

COLLECTIVE BARGAINING MEETINGS SHALL BE HELD AT TIMES AND PLACES MUTUALLY CONVENIENT AT THE REQUEST OF EITHER PARTY.

SECTION 2.03

THE PRESIDENT OF THE ASSOCIATION AND HIS DESIGNEE SHALL PARTICIPATE IN COLLECTIVE BARGAINING MEETINGS CALLED FOR THE PURPOSE OF NEGOTIATION OF THE COLLECTIVE BARGAINING AGREEMENT AND WILL BE EXCUSED FROM HIS WORK ASSIGNMENT, WITHOUT LOSS OF PAY, FOR SAID COLLECTIVE BARGAINING MEETINGS.

THE ASSOCIATION MAY HAVE AN ADDITIONAL MEMBER PARTICIPATE IN COLLECTIVE BARGAINING MEETINGS CALLED FOR THE PURPOSE OF NEGOTIATION OF THE COLLECTIVE BARGAINING AGREEMENT, BUT HE WILL NOT BE EXCUSED FROM HIS WORK ASSIGNMENT NOR WILL HE BE PAID FOR THE LOSS OF PAY FOR SAID COLLECTIVE BARGAINING MEETINGS. SAID ADDITIONAL ASSOCIATION MEMBER MAY ATTEND AFOREMENTIONED COLLECTIVE BARGAINING MEETING PROVIDED THAT HE SHALL NOT BE ON DUTY DURING THE COURSE OF SAID NEGOTIATIONS.

ARTICLE III

CONDUCTING ASSOCIATION BUSINESS ON EMPLOYER'S TIME

SECTION 3.01

THE ASSOCIATION PRESIDENT, OR HIS DESIGNEE, SHOULD BE GRANTED A REASONABLE AMOUNT OF TIME DURING HIS REGULAR WORKING HOURS, WITHOUT LOSS OF PAY, TO PRESENT, DISCUSS AND ADJUST GRIEVANCES WITH THE TOWNSHIP. HE SHALL NOT LEAVE HIS WORK WITHOUT FIRST OBTAINING PERMISSION OF HIS IMMEDIATE SUPERVISOR, WHICH PERMISSION SHALL NOT BE UNREASONABLY WITHHELD.

SECTION 3.02

THE PRESIDENT OF THE ASSOCIATION, THE VICE PRESIDENT OR THEIR DESIGNEES SHALL BE PERMITTED, WITHOUT LOSS OF PAY, TO ATTEND THE ANNUAL PBA STATE AND NATIONAL CONVENTION.

SECTION 3.03

WHENEVER A POLICE OFFICER OF AN ORGANIZED POLICE DEPARTMENT IN THE STATE OF NEW JERSEY IS KILLED IN THE LINE OF DUTY, ONE (1) MEMBER OF THE SUPERIOR OFFICER'S ASSOCIATION, AS DESIGNATED BY THE SOA PRESIDENT, SHALL BE GIVEN ONE (1) DAY OFF WITH PAY TO ATTEND THE FUNERAL, AND THE TOWNSHIP OF EWING WILL PROVIDE A EWING TOWNSHIP POLICE CAR FOR THE MEMBER WITH THE APPROVAL OF THE CHIEF OF POLICE OR HIS DESIGNEE. SAID APPROVAL SHALL NOT BE UNREASONABLY WITHHELD.

SECTION 3.04

THE SUPERIOR OFFICER'S ASSOCIATION SHALL RECEIVE TWENTY (20) "SOA BUSINESS DAYS" PER CALENDAR YEAR. THESE DAYS MAY BE TAKEN BY THE PRESIDENT, HIS DESIGNEE(S), OR BOTH. THESE DAYS SHALL BE USED FOR SOA BUSINESS WITHIN THE DISCRETION OF THE PRESIDENT SUBJECT TO PRIOR DEPARTMENTAL NOTIFICATION. THIS PROPOSAL SPECIFICALLY EXCLUDES CURRENT BENEFITS SUCH AS CONVENTIONS.

ARTICLE IV
EQUAL TREATMENT

SECTION 4.01

THE EMPLOYER AGREES THAT THERE SHALL BE NO DISCRIMINATION OR FAVORITISM FOR REASONS OF SEX, AGE, NATIONALITY, RACE, RELIGION, POLITICAL AFFILIATION, ASSOCIATION MEMBERSHIP OR ASSOCIATION ACTIVITIES.

THE TOWNSHIP AND THE ASSOCIATION AGREE NOT TO INTERFERE WITH THE RIGHT OF EMPLOYEES TO BECOME OR NOT BECOME MEMBERS OF THE ASSOCIATION AND FURTHER THAT THERE SHALL BE NO DISCRIMINATION OR COERCION AGAINST ANY EMPLOYEE BECAUSE OF ASSOCIATION MEMBERSHIP OR NON-MEMBERSHIP.

ARTICLE V

PAY TREATMENT FOR EXTENDED ILLNESS

SECTION 5.01--SICK LEAVE

1. MEMBERS OF THE ASSOCIATION SHALL BE ENTITLED TO RECEIVE FULL PAY FOR A PERIOD OF TWO HUNDRED AND FIFTY-ONE (251) WORKING DAYS FOR ABSENCE FROM WORK DUE TO SICKNESS AS HEREINAFTER DEFINED. SICK LEAVE IS DEFINED TO MEAN ABSENCE FROM DUTY OF A MEMBER BECAUSE OF PERSONAL ILLNESS, ACCIDENT OR DISABILITY NOT SERVICE CONNECTED, BY REASON OF WHICH SUCH MEMBER IS UNABLE TO PERFORM THE USUAL DUTIES OF HIS POSITION, PROVIDED THAT SUCH SICKNESS OR DISABILITY WAS NOT THE RESULT OF GROSS NEGLIGENCE OR MISCONDUCT ON THE PART OF SUCH MEMBER AND FURTHER PROVIDED THAT THE POLICE SURGEON OR TOWNSHIP PHYSICIAN CERTIFIED THAT SAID SICKNESS, ACCIDENT OR DISABILITY PREVENTS THE MEMBER FROM CARRYING ON THE NORMAL DUTIES OF A SUPERIOR OFFICER.

2. IN ADDITION TO THE SICK LEAVE SET FORTH ABOVE, EACH MEMBER OF THE ASSOCIATION SHALL BE ENTITLED TO TWELVE (12) SICK DAYS PER CALENDAR YEAR, WHICH SICK DAYS MAY BE ACCUMULATED. IN THE EVENT THAT ANY MEMBER OF THE ASSOCIATION IS ABSENT FOR MORE THAN THE AFOREMENTIONED ACCUMULATED SICK DAYS, EACH DAY IN EXCESS OF THE AFOREMENTIONED ACCUMULATED SICK DAYS SHALL BE DEDUCTED FROM THE TWO HUNDRED AND FIFTY-ONE (251) DAY PERIOD. AT ANY TIME THAT A MEMBER OF THE ASSOCIATION HAS LESS THAN TWO HUNDRED AND FIFTY-ONE (251) DAYS, HE MAY ACCUMULATE SICK LEAVE UP TO THE TWO HUNDRED AND

FIFTY-ONE (251) DAY PERIOD BY ADDING THE DAYS LESS THAN TWELVE (12) NOT USED IN ANY ONE YEAR TO HIS ACCUMULATED TOTAL DAYS, NOT TO EXCEED TWO HUNDRED AND FIFTY-ONE (251) DAYS.

3. EACH MEMBER OF THE ASSOCIATION SHALL BE PERMITTED TO USE UP TO A TOTAL OF NINE (9) OF THE TWELVE (12) SICK DAYS PER CALENDAR YEAR FOR SICK LEAVE EMERGENCIES IN THE IMMEDIATE FAMILY: IN THE CASE OF WIFE, SON, DAUGHTER, MOTHER AND FATHER.

THE EMERGENCY SICK LEAVE AS STATED ABOVE WILL BE PROVIDED TO EACH ASSOCIATION MEMBER AT THE DISCRETION OF THE CHIEF OF POLICE OR HIS DESIGNEE. THE INTERPRETATION OF EMERGENCY WILL BE DETERMINED BY THE CHIEF OF POLICE OR HIS DESIGNEE.

SECTION 5.02--DISABILITY LEAVE

ANY MEMBER OF THE ASSOCIATION WHO IS DISABLED BY ANY INJURY INCURRED IN THE PERFORMANCE OF HIS POLICE DUTIES OR BY ILLNESS AS A DIRECT RESULT OF OR ARISING OUT OF AND IN THE COURSE OF HIS EMPLOYMENT SHALL BE GRANTED A LEAVE OF ABSENCE WITH FULL PAY FOR A PERIOD NOT TO EXCEED ONE YEAR. ANY SUCH WORK CONNECTED INJURY OR ILLNESS CONVALESCENCE TIME DURING THE COURSE OF THE ONE YEAR SHALL NOT BE CHARGED AGAINST HIS SICK LEAVE ALLOWANCE OR HOLIDAY ALLOWANCE. AFTER THE SAID ONE YEAR, THE EMPLOYEE SHALL HAVE TO USE HIS VACATION OR SICK LEAVE TIME FOR THE ADDITIONAL TIME HE IS OUT.

IN THE EVENT AN INJURED EMPLOYEE RECEIVES TEMPORARY DISABILITY UNDER WORKER'S COMPENSATION DURING THE COURSE OF THE AFOREMENTIONED

ONE YEAR, HE IS TO ENDORSE SAID DRAFT PAYABLE TO THE TOWNSHIP OF EWING SOLELY AND IS TO TENDER SAID DRAFT TO THE CLERK OF THE TOWNSHIP OF EWING. SAID TENDER OF DRAFT TO THE TOWNSHIP OF EWING WILL BE IN WAY OF REIMBURSEMENT TO THE AFOREMENTIONED TOWNSHIP TOWARD PAYMENT OF THE INJURED EMPLOYEE'S FULL SALARY DURING THE COURSE OF THE ONE YEAR, AND IN THE EVENT THAT THE INJURED EMPLOYEE DOES NOT ENDORSE AND TURN OVER THE AFOREMENTIONED DRAFT TO THE TOWNSHIP CLERK, HE SHALL NOT THEN RECEIVE HIS FULL PAY BUT ONLY THE DIFFERENCE BETWEEN THE COMPENSATION PAY AND HIS FULL PAY DURING THE ONE YEAR PERIOD OF TIME.

DISABILITY LEAVE IS DEFINED TO MEAN ABSENCE FROM DUTY OF A MEMBER BECAUSE OF INJURY INCURRED IN THE PERFORMANCE OF HIS DUTY OR BY ILLNESS AS A DIRECT RESULT OF OR ARISING OUT OF HIS EMPLOYMENT BY REASON OF WHICH SUCH MEMBER OF THE ASSOCIATION IS UNABLE TO PERFORM THE USUAL DUTIES OF HIS POSITION, PROVIDED THAT SUCH DISABILITY WAS NOT THE RESULT OF GROSS NEGLIGENCE OR MISCONDUCT ON THE PART OF SUCH MEMBER OF THE ASSOCIATION, AND FURTHER PROVIDED THAT THE TOWNSHIP PHYSICIAN CERTIFIED THAT SAID DISABILITY PREVENT THE MEMBER OF THE ASSOCIATION FROM CARRYING ON THE NORMAL DUTIES OF A SUPERIOR OFFICE.

SECTION 5.03 -- CONTAGIOUS DISEASE

IN THE EVENT ANY EMPLOYEE IS REQUIRED TO ENTER AN AREA, HOME, OR ANY LOCATION IN WHICH A CONTAGIOUS OR COMMUNICABLE DISEASE IS REPORTED

AND IS CERTIFIED TO BE SUCH BY THE TOWNSHIP PHYSICIAN, THE TOWNSHIP SHALL PROVIDE FOR ANY AND ALL MEDICAL ATTENTION AND TREATMENT, AS IT IS DEEMED NECESSARY BY THE TOWNSHIP PHYSICIAN, INCLUDING BUT NOT LIMITED TO VACCINATION OR INOCULATION FOR SAID MEMBER AND HIS/HER FAMILY. IN THE EVENT SUCH DISEASE IS DETERMINED TO HAVE EXISTED WITHOUT ADVANCED KNOWLEDGE, THEN THE OFFICER INVOLVED AND HIS FAMILY AND ALL OTHER OFFICERS AND THEIR FAMILIES WHO HAVE BEEN IN CONTACT WITH THE INITIAL OFFICER, SHALL RECEIVE SUCH MEDICAL ATTENTION OR TREATMENT AS IS DEEMED NECESSARY BY THE TOWNSHIP PHYSICIAN. IN THE EVENT OF A DISPUTE OR DISAGREEMENT WHICH MAY ARISE UNDER THIS SECTION, THE TOWNSHIP PHYSICIAN MAY REFER AN OFFICER TO AN APPROPRIATE MEDICAL SPECIALIST.

ARTICLE VI

ASSOCIATION DUES AND DEDUCTIONS CHECK OFF

SECTION 6.01

UPON RECEIPT OF A LAWFULLY EXECUTED WRITTEN AUTHORIZATION FROM AN EMPLOYEE, THE TOWNSHIP OF EWING AGREES TO DEDUCT THE REGULAR MONTHLY ASSOCIATION DUES OF SUCH EMPLOYEES FROM HIS PAYCHECK, AND REMIT SUCH DEDUCTIONS BY THE TENTH (10TH) DAY OF THE SUCCEEDING MONTH TO THE OFFICIAL DESIGNATED BY THE ASSOCIATION IN WRITING TO RECEIVE SUCH DEDUCTIONS. THE ASSOCIATION WILL NOTIFY THE TOWNSHIP IN WRITING, OF THE EXACT AMOUNT OF SUCH REGULAR MEMBERSHIP DUES TO BE DEDUCTED.

ANY EMPLOYEE MAY, IN WRITING, TERMINATE HIS OR HER RESPECTIVE DUES DEDUCTION AUTHORIZATION AS OF JULY 1 OR JANUARY 1 OF EACH CONTRACT YEAR.

SECTION 6.02

THE EMPLOYER AGREES TO DEDUCT IN ACCORDANCE WITH P.L. 1979, CHAPTER 477, AS IT RELATES TO AGENCY SHOP PROVISIONS, FROM THE PAY OF EACH EMPLOYEE COVERED BY THIS AGREEMENT WHO DOES NOT FURNISH WRITTEN AUTHORIZATION FOR DEDUCTIONS OF ASSOCIATION DUES, A REPRESENTATIVE FEE EQUAL TO EIGHTY-FIVE (85%) PERCENT OF ASSOCIATION DUES, AS MAY BE CERTIFIED TO THE EMPLOYER BY THE ASSOCIATION AT LEAST THIRTY (30) DAYS PRIOR TO THE MONTH IN WHICH DEDUCTIONS OF DUES IT TO BE MADE, COMMENCING ON THE FIRST (1ST) PAY AFTER COMPLETION OF THIRTY (30) CALENDAR DAYS FOLLOWING THE BEGINNING OF THEIR EMPLOYMENT IN A BARGAINING UNIT POSITION.

REPRESENTATION FEES SHALL BE WITHHELD ON THE FIRST (1ST) PAY AFTER COMPLETION OF TEN (10) DAYS FOLLOWING RE-ENTRY INTO A BARGAINING UNIT POSITION FOR EMPLOYEES WHO PREVIOUSLY SERVED IN BARGAINING UNIT POSITIONS.

IF, DURING THE COURSE OF THE YEAR, THE NON-MEMBER BECOMES AN ASSOCIATION MEMBER, THE EMPLOYER SHALL CEASE DEDUCTING THE REPRESENTATION FEE AND COMMENCE DEDUCTING THE ASSOCIATION DUES BEGINNING WITH THE FIRST (1ST) PAY CHECK REPRESENTING THE PAY PERIOD TEN (10) CALENDAR DAYS AFTER WRITTEN NOTIFICATION OF THE CHANGE IN STATUS. CONVERSELY, IF DURING THE COURSE OF THE YEAR AN ASSOCIATION MEMBER DIRECTS THE EMPLOYER TO CEASE ASSOCIATION DUES DEDUCTIONS IN A MANNER APPROPRIATE UNDER THE TERMS OF THIS AGREEMENT, THE EMPLOYER SHALL COMMENCE DEDUCTIONS OF THE REPRESENTATION FEE WITH THE FIRST (1ST) PAY CHECK REPRESENTING THE PAY PERIOD TEN (10) CALENDAR DAYS AFTER WRITTEN NOTIFICATION OF THE CHANGE IN STATUS. AFTER DEDUCTION, REPRESENTATION FEES SHALL BE TRANSMITTED TO THE ASSOCIATION IN THE SAME MANNER, AND IN THE SAME TIME AS THE ASSOCIATION DUES.

THIS PROVISION IS TO BECOME EFFECTIVE UPON EXECUTION OF THIS AGREEMENT BY BOTH PARTIES AND UPON THE ASSOCIATION SUBMITTING A LIST OF NON-ASSOCIATION MEMBERS IN THE BARGAINING UNIT TO THE EMPLOYER.

SECTION 6.03

THE EWING SUPERIOR OFFICERS' ASSOCIATION, SHALL INDEMNIFY, DEFEND AND SAVE HARMLESS THE TOWNSHIP OF EWING AGAINST ANY AND ALL CLAIMS, DEMANDS. SUITS OR OTHER FORMS OF LIABILITY THAT SHALL ARISE OUT OF ANY CHECK-OFF DEDUCTIONS PROVIDED FOR IN THIS ARTICLE VI.

FURTHER, IN CONSIDERATION FOR THE TOWNSHIP OF EWING'S ACTION IN IMPLEMENTING AGENCY SHOP (P.L. 1979, C. 407, AMENDING N.J.S.A. 34:13A-5 ET SEQ) EWING SUPERIOR OFFICERS' ASSOCIATION DOES AGREE TO REIMBURSE THE TOWNSHIP OF EWING FOR COURT COSTS, FEES AND JUDGEMENTS INCIDENT TO SUITS OR OTHER FORMS OF LIABILITY THAT MAY BE INCURRED BY THE TOWNSHIP OF EWING THAT SHALL ARISE OUT OF ANY OF SAID CHECK-OFF DEDUCTIONS.

ARTICLE VII
HOURS OF EMPLOYMENT

SECTION 7.01

THE NORMAL HOURS OF EMPLOYMENT SHALL NOT EXCEED EIGHT (8) CONSECUTIVE HOURS IN ANY ONE DAY PERIOD.

SECTION 7.02--EMERGENCY

IN ANY EMERGENCY, EACH AND EVERY EMPLOYEE SHALL BE SUBJECT TO CALL FOR OVERTIME DUTY AND IT IS EACH EMPLOYEE'S RESPONSIBILITY TO COOPERATE AND ACCEPT SUCH OVERTIME WORK, WHEN REQUIRED. EMERGENCY IS HEREBY DEFINED AS A SPECIAL NEED AS OPPOSED TO THAT REFERRED TO IN 3.16 OF THE REVISED ORDINANCES OF THE TOWNSHIP OF EWING. THE DETERMINATION AS TO WHAT CONDITIONS CONSTITUTE AN EMERGENCY WILL BE AT THE DISCRETION OF THE MAYOR, THE POLICE CHIEF, OF THEIR DESIGNATED REPRESENTATIVES AND WILL NOT BE SUBJECT TO THE GRIEVANCE PROCEDURE.

SECTION 7.03--OVERTIME

OVERTIME SHALL BE PAID AS FOLLOWS:

1. OVERTIME FOR EMERGENCY CALL BACK DUTY SHOULD BE PAID ON A TIME AND ONE-HALF BASIS WITH A TWO HOUR MINIMUM. SAID OVERTIME SHALL BE CALCULATED AT THE HOURLY RATE EQUAL TO ONE AND ONE-HALF TIMES THE EMPLOYEE'S REGULAR HOURLY RATE. IN THE EVENT THAT ANY OF THE AFOREMENTIONED TWO HOUR MINIMUM OVERLAPS WITH THE

REGULAR SHIFT, AT THE MOMENT THE OVERLAPPING COMMENCES WITH THE REGULAR SHIFT, THE EMPLOYEE IS THEN TO RECEIVE ONLY HIS REGULAR SHIFT PAY AND NOT THE OVERTIME PAY AS AFOREMENTIONED.

2. ALL OVERTIME SHALL BE PAID AT THE RATE OF TIME AND ONE-HALF EXCEPT OVERTIME REFERRED TO IN PARAGRAPH 5 HEREOF WITH RESPECT TO STANDBY ALERT AND CONSISTENT WITH OTHER PROVISIONS OF THIS SECTION.

3. ALL OVERTIME MUST BE APPROVED BY THE CHIEF OF POLICE OR HIS DESIGNATED REPRESENTATIVE.

4. THE FIRST TWENTY (20) MINUTES OF OVERTIME DURING ANY REGULARLY SCHEDULED SHIFT SHALL BE NON-PAYABLE. THE TIME FOR ALL OVERTIME, HOWEVER, IN EXCESS OF TWENTY (20) MINUTES SHALL REVERT TO THE BEGINNING TIME OF THE ORIGINAL OVERTIME.

5. STRAIGHT TIME, AS OPPOSED TO OVERTIME, SHALL BE PAID FOR ALL STANDBY ALERTS FROM THE TIME A MEMBER OF THE ASSOCIATION IS PERSONALLY CONTACTED UNTIL HE IS RELIEVED FROM DUTY. STANDBY ALERT SHALL BE SELF-CANCELLING IF THE MEMBER OF THE ASSOCIATION IS NOT CONTACTED AND ADVISED OF THE CONTINUANCE OF THE STANDBY ALERT AT THE EXPIRATION OF FOUR (4) HOURS FROM THE TIME WHEN THE MEMBER OF THE ASSOCIATION IS CONTACTED, AND SAID MEMBER OF THE ASSOCIATION SO PLACED ON STANDBY ALERT SHALL BE COMPENSATED FOUR (4) HOURS.

6. OVERTIME FOR MUNICIPAL COURT APPEARANCES SHALL BE PAID TO MEMBERS COMMENCING AT THE TIME THE INDIVIDUAL IS REQUIRED TO BE IN COURT AND EXTENDING TO THE END OF EACH MEMBER'S COURT CASE AS

VERIFIED BY THE COURT CLERK. SAID OVERTIME SHALL BE PAID ONLY TO THOSE MEMBERS WHO ARE REQUIRED BY THE COURT TO APPEAR ON THEIR OFF-DUTY TIME. MEMBERS WHO SCHEDULE COURT ON THEIR OFF-DUTY TIME WILL NOT BE COMPENSATED. ADDITIONALLY, REASONABLE TRAVEL TIME FROM THE EWING TOWNSHIP POLICE HEADQUARTERS SHALL BE CONSIDERED AS OVERTIME.

7. OVERTIME FOR GRAND JURY APPEARANCES AND CRIMINAL COURT APPEARANCES SHALL BE PAID TO OFF-DUTY MEMBERS OF THE ASSOCIATION BEGINNING THIRTY (30) MINUTES BEFORE THE SUBPOENA SCHEDULED TIME AND EXTENDING THIRTY (30) MINUTES AFTER THE CERTIFIED DISMISSAL TIME AS VERIFIED BY THE PROSECUTOR IN CHARGE OF THE GRAND JURY OR IN CHARGE OF THE PARTICULAR CASE THAT DAY. REASONABLE TRAVEL TIME TO AND FROM THE GRAND JURY AND CRIMINAL COURT FROM THE EWING TOWNSHIP POLICE HEADQUARTERS SHALL BE CONSIDERED AS OVERTIME.

8. OVERTIME RECORDS SHALL BE MAINTAINED BY THE EMPLOYER. EACH MEMBER OF THE ASSOCIATION MAY EXAMINE HIS OWN RECORDS WHICH WILL BE MADE AVAILABLE TO HIM AT REASONABLE TIMES.

9. WHEN A MEMBER OF THE ASSOCIATION IS ASSIGNED BY THE CHIEF OF POLICE OR HIS DESIGNEE IN AN ACTING CAPACITY TO PERFORM WORK OF A HIGHER RANK, THE EMPLOYEE SO ASSIGNED IN AN ACTING CAPACITY SHALL BE PAID AT THE HIGHER RATE OF PAY FROM THE TIME HE IS SO ASSIGNED IN AN ACTING CAPACITY UNTIL THE COMPLETION OF HIS TOUR OF DUTY IN THAT HIGHER RANK.

10. WHENEVER A YEAR OCCURS WITH A 29TH DAY IN FEBRUARY THEN ALL EMPLOYEES COVERED BY THIS AGREEMENT SHALL RECEIVE AN EXTRA DAY'S COMPENSATION AT THE TIME AND ONE-HALF RATE. SAID PAYMENT SHALL BE PAID NOT LATER THEN THE SECOND PAYROLL DATE IN MARCH OF THE SAME YEAR.

SECTION 7.04--COMPENSATORY TIME

ANYTIME AN EMPLOYEE WORKS OVERTIME SAID EMPLOYEE SHALL HAVE THE SOLE RIGHT TO SELECT OVERTIME COMPENSATION AS PAID OVERTIME OR AS COMPENSATORY TIME OFF, AT THE TIME AND ONE HALF-RATE. IF COMPENSATORY TIME OFF IS ELECTED, THAN SAID COMPENSATORY TIME SHALL ACCUMULATE IN A COMPENSATORY TIME OFF ("C.T.O.") BANK. ALL C.T.O. BANK TIME USE SHALL BE AVAILABLE AT THE EMPLOYEE'S SOLE DISCRETION SUBJECT ONLY TO PRIOR DEPARTMENT APPROVAL. AN EMPLOYEE SHALL NOT CARRY MORE THEN ONE HUNDRED HOURS (100) COMPENSATORY TIME INTO THE NEXT CALENDAR YEAR.

AN OFFICER MAY ACCUMULATE MORE THAN ONE HUNDRED (100) HOURS OF COMPENSATORY TIME IN HIS/HER C.T.O. BANK DURING THE COURSE OF A CALENDAR YEAR. HOWEVER, THIS AMOUNT WILL NEVER GO OVER ONE HUNDRED AND FORTY HOURS (140). OFFICERS WHO EXCEED THE ONE HUNDRED HOUR LIMIT MUST ATTEMPT TO UTILIZE THOSE ADDITIONAL HOURS IN TIME DURING THE CALENDAR YEAR. IF SAID TIME CANNOT BE TAKEN WITH DEPARTMENTAL APPROVAL, SAID TIME MUST BE PAID NO LATER THEN THE LAST PAY OF THE CALENDAR YEAR.

SECTION 7.05-TOURS OF DUTY

THE TOURS OF DUTY SHALL CONTINUE AS THEY ARE CURRENTLY IN FORCE, EXCEPT AS THE TOWNSHIP MAY FROM TIME TO TIME, REASONABLY ALTER AND CHANGE SAME, PROVIDED HOWEVER, REASONABLE NOTICE BE GIVEN TO THE MEMBERS AFFECTED, EXCEPT IN CASE OF AN EMERGENCY.

ARTICLE VIII
RULES AND REGULATIONS

SECTION 8.01

ALL REGULATIONS AND RULES NOW IN EFFECT SHALL REMAIN AND THE EMPLOYER SHALL ADOPT REASONABLE AND NECESSARY RULES AND REGULATIONS OF WORK AND CONDUCT FOR EMPLOYEES. SUCH RULES SHALL BE EQUITABLY APPLIED AND ENFORCED. SAID RULES AND REGULATIONS ARE TO BE LEGALLY AND PROPERLY ADOPTED AND THIS SECTION DOES NOT WAIVE ANY RIGHTS THAT THE MEMBERS MAY HAVE TO CHALLENGE THE LEGALITY, REASONABLENESS, CONSTITUTIONALITY, OR PROPRIETY OF ANY OF THE RULES OR REGULATIONS.

SECTION 8.02

THE CHIEF OF POLICE OR HIS DESIGNEES SHALL PROVIDE THE ASSOCIATION PRESIDENT WITH COPIES OF ALL PROPOSED NEW RULES AND REGULATIONS OF THE EWING TOWNSHIP POLICE DEPARTMENT AT LEAST TEN DAYS PRIOR TO THE DATE THEY ARE TO BE EFFECTIVE, EXCEPT IN THE EVENT OF AN EMERGENCY WHICH REQUIRES THAT THE PROPOSED CHANGE IN RULES AND REGULATIONS MUST BE IMPLEMENTED IN A SHORTER PERIOD OF TIME.

SECTION 8.03

ALL PROPOSED SCHEDULES SHALL BE PREPARED AND POSTED ON THE BULLETIN BOARD ADJACENT TO MEMBERS LOCKER ROOMS AT LEAST THIRTY (30) DAYS IN ADVANCE OF THEIR EFFECTIVE DATE.

ARTICLE IX

WAGES

SECTION 9.01

EACH EMPLOYEE COVERED BY THIS AGREEMENT FOR THE PERIOD OF JULY 1, 1993 TO JUNE 30, 1996, SHALL RECEIVE A WAGE INCREASE AS SET FORTH IN APPENDIX A ANNEXED HERETO.

THE WAGES SET FORTH IN APPENDIX A WILL BE RETROACTIVE TO JULY 1, 1993.

SECTION 9.02

ALL MEMBERS OF THE ASSOCIATION WHO ARE APPOINTED TO THE DETECTIVE BUREAU SHALL RECEIVE ADDITIONAL COMPENSATION FROM THE DATE OF SAID APPOINTMENT IN THE AMOUNT OF THREE HUNDRED (\$300.00) DOLLARS PER ANNUM PRORATED.

ARTICLE I

HOLIDAYS

SECTION 10.01

IT IS RECOGNIZED BY BOTH PARTIES THAT EMPLOYEES OF THE POLICE DEPARTMENT MAY NOT BY REASONS OF DEPARTMENTAL BUSINESS ENJOY PAID HOLIDAYS BY NOT WORKING ON THOSE DATES. THEREFORE, IN LIEU OF THE HOLIDAY ITSELF, EACH EMPLOYEE OF THE POLICE DEPARTMENT WILL RECEIVE A FULL DAY'S IN ADDITION TO HIS REGULAR SALARY FOR FOURTEEN (14) HOLIDAYS.

IN THE EVENT THAT THE TOWNSHIP DECLARES A HOLIDAY FOR ITS EMPLOYEES IN ADDITION TO THE FOURTEEN (14) SCHEDULED HOLIDAYS, EACH OFFICER WILL RECEIVE A FULL COMPENSATION DAY FOR SAID DECLARED HOLIDAY. THE COMPENSATORY DAY SHALL BE SCHEDULED IN A MANNER SO AS NOT TO DISRUPT THE OPERATION OF THE DEPARTMENT, AND ON A DATE WHICH IS SUBJECT TO DEPARTMENTAL APPROVAL.

SECTION 10.02

HOLIDAY PAY AFOREMENTIONED IS TO BECOME PART OF THE EMPLOYEE'S BASE PAY FOR PENSION PURPOSES AND SAID HOLIDAY PAY WILL BE PAID PRO-RATA IN THE BI-WEEKLY PAY OF THE AFOREMENTIONED EMPLOYEE.

SECTION 10.03

IN THE EVENT THAT A DISASTER OR EMERGENCY IS DECLARED BY THE MAYOR OF EWING TOWNSHIP AND CERTAIN TOWNSHIP EMPLOYEES WORKED

THAT DAY AND WERE NOT RELEASED PRIOR TO THE EIGHT (8) HOURS OF THE REGULAR DAY SHIFT AND ALL OTHER EMPLOYEES OF THE TOWNSHIP DID NOT WORK THAT DAY BECAUSE OF A DECLARED DISASTER OR EMERGENCY, IN THAT EVENT, THOSE EMPLOYEES THAT WORKED WILL BE GIVEN A COMPENSATORY DAY. THAT DAY IS TO BE TAKEN AT THE DISCRETION OF THE DEPARTMENT HEAD.

IT SHOULD ALSO BE CLEARLY UNDERSTOOD, THOSE EMPLOYEES WHO WERE OFF ON SICK LEAVE, VACATION, PERSONAL TIME OR A REGULAR DAY OFF, ETC. SHALL NOT RECEIVE A COMPENSATORY DAY.

THE ABOVE DETERMINATION WILL ONLY AFFECT THOSE EMPLOYEES WHO WORKED THEIR REGULAR SHIFT DURING THE HOURS THE MUNICIPAL BUILDING WAS CLOSED.

ARTICLE XI
FUNERAL LEAVE

SECTION 11.1

ALL MEMBERS OF THE ASSOCIATION SHALL BE ALLOWED THE FOLLOWING TIME OFF:

(1) IN THE CASES OF DEATH OF FATHER, MOTHER, GRANDFATHER, GRANDMOTHER, GRANDCHILD, WIFE, SON, DAUGHTER, BROTHER, SISTER, FATHER-IN-LAW, MOTHER-IN-LAW, SON-IN-LAW, DAUGHTER-IN-LAW, FROM THE DAY OF DEATH UNTIL THE DAY OF BURIAL INCLUSIVE.

IN THE EVENT OF AN IMMEDIATE BURIAL THE MEMBER SHALL BE ALLOWED UP TO FOUR (4) DAYS OFF AS A BEREAVEMENT PERIOD.

(2) IN THE CASE OF DEATH OF AN UNCLE, AUNT, NEPHEW, NIECE, BROTHER-IN-LAW, SISTER-IN-LAW, AND AUNT AND UNCLE OF AN OFFICER'S WIFE, THE DAY OF BURIAL ONLY.

SECTION 11.2

EXCEPTIONS TO THIS RULE MAY BE MADE WHEN THE DECEASED IS TO BE BURIED IN ANOTHER CITY AND THE MEMBER OF THE ASSOCIATION WOULD NOT BE ABLE TO RETURN IN TIME FOR DUTY WITH A GRANTED LEAVE.

SECTION 11.3

IT IS TO BE FULLY UNDERSTOOD, HOWEVER, THAT BEFORE ABSENTEEING THEMSELVES, THEY SHALL ADVISE THEIR SUPERIOR OFFICER OF THE DATES WHICH THEY WILL BE ABSENT AS A RESULT OF THE DEATH AND

PRIOR TO RECEIVING PAY FOR THE PERIOD OF THEIR ABSENCE, SHALL
VERIFY IN WRITING THE RELATIONSHIP BETWEEN THE DECEASED AND
THEMSELVES AND THE DAYS ON WHICH THEY WERE ABSENT TO THE CHIEF OF
POLICE.

ARTICLE XII

VACATIONS

SECTION 12.01

ALL MEMBERS OF THE ASSOCIATION ARE ENTITLED TO LEAVE OF ABSENCE (ANNUAL VACATION) EACH YEAR WITH PAY AS FOLLOWS:

SERGEANT:	22 WORKING DAYS
LIEUTENANT:	23 WORKING DAYS
CAPTAIN:	24 WORKING DAYS

VACATIONS MAY BE TAKEN IN ACCORDANCE WITH ADMINISTRATIVE PRACTICES OF THE DEPARTMENT.

SECTION 12.02

IF AN OFFICER IS ON VACATION AND A MEMBER OF THEIR IMMEDIATE FAMILY DIES, BEREAVEMENT TIME WILL BE CREDITED INSTEAD OF VACATION TIME.

SECTION 12.03

ANY MEMBER OF THE ASSOCIATION WHO HAS ACCUMULATED TWENTY-FIVE YEARS OF SERVICE OR MORE SHALL BE ENTITLED TO FULL BENEFITS (VACATION AND PERSONAL DAYS) FOR THE CALENDAR YEAR DURING WHICH THE OFFICER RETIRES FROM EMPLOYMENT WITH THE TOWNSHIP, NO MATTER WHAT DATE DURING THE SAID CALENDAR YEAR THE OFFICER ACTUALLY LEAVES.

ANY MEMBER OF THE ASSOCIATION WHO ENDS SERVICE IN THE TOWNSHIP WITH LESS THEN TWENTY-FIVE YEARS OF SERVICE SHALL RECEIVE CREDIT FOR ALL UNUSED ACCUMULATED VACATION TIME EARNED IN PRIOR CALENDAR YEARS, AND SHALL RECEIVE CREDIT FOR UNUSED VACATION AND PERSONAL TIME DURING THE YEAR THE OFFICER ENDS SERVICE PRO-RATED TO THE LAST DAY OF SERVICE IN THE CALENDAR YEAR.

ALL ELIGIBLE VACATION AND PERSONAL TIME MUST BE TAKEN PRIOR TO THE EMPLOYEE'S TERMINATION OR RETIREMENT DATE, IN ACCORDANCE WITH TITLE 4A:6-1.2.

DURING THE LAST YEAR OF SERVICE SICK LEAVE SHALL BE PROPRATED ACCORDING TO TIME WORKED DURING THE CALENDAR YEAR, REGARDLESS OF YEARS OF SERVICE.

ARTICLE XIII

LONGEVITY PAY - UNIFORM ALLOWANCE

SECTION 13.01

EACH EMPLOYEE COVERED BY THIS AGREEMENT SHALL, IN ADDITION TO HIS REGULAR WAGES AND BENEFITS, BE PAID LONGEVITY INCREMENT BASED UPON YEARS OF SERVICE WITH THE TOWNSHIP OF EWING, IN ACCORDANCE WITH THE FOLLOWING SCHEDULE:

YEARS OF SERVICE	EFF. 7-1-93	EFF. 7-1-94	EFF. 7-1-95
FIVE	690.00	740.00	790.00
TEN	890.00	940.00	990.00
FIFTEEN	1090.00	1130.00	1180.00
TWENTY	1290.00	1340.00	1390.00
TWENTY-FOUR	1690.00	1740.00	1790.00
THIRTY	2090.00	2140.00	2190.00
THIRTY-FIVE	2490.00	2540.00	2590.00

ALL EMPLOYEES WHO HAVE COMPLETED THE ABOVE REQUIRED YEARS OF SERVICE DURING ANY QUARTER OF THE CALENDAR YEAR SHALL BE PAID THE BEGINNING OF THE NEXT QUARTER OF THE PRORATED SUM OF LONGEVITY AS SET FORTH IN THE SCHEDULE HEREINABOVE.

LONGEVITY SHALL BE PAID TO FULL TIME PERMANENT EMPLOYEES ONLY AND THE AMOUNT TO BE PAID SHALL BE BASED UPON THE YEARS OF CONTINUOUS SERVICE WITH THE TOWNSHIP. THE PARTIES HERETO AGREE THAT LONGEVITY PAY BE INCLUDED WITH THE BASE SALARY FOR PENSION PURPOSES SOLELY.

SECTION 13.02

THE TOWNSHIP AGREES TO PROVIDE EACH EMPLOYEE COVERED BY THIS AGREEMENT THE FOLLOWING MONETARY AMOUNT TO BE USED TOWARDS THE PURCHASE OF UNIFORM CLOTHING AND RELATED ITEMS OF VALUE: SAID AMOUNT SHALL BE SIX HUNDRED FIFTY DOLLARS (\$650.00) EFFECTIVE JULY 1, 1993. EFFECTIVE JULY 1, 1994 THE UNIFORM CLOTHING AND RELATED ITEMS WILL INCREASE TO A VALUE OF SEVEN HUNDRED DOLLARS (700.00) PER ANNUM. THE TOWNSHIP OF EWING AGREES THAT SUCH PAYMENT WILL BE MADE BY JANUARY 31ST OF THE RESPECTIVE YEAR.

ARTICLE XIV
HOSPITAL AND MEDICAL INSURANCE

SECTION 14.01

TRE TOWNSHIP WILL PROVIDE AT TOWNSHIP'S EXPENSE HOSPITALIZATION AND MEDICAL INSURANCE THROUGH THE NEW JERSEY STATE PLAN OR THROUGH ANY PLAN WHICH IS SUBSTANTIALLY EQUIVALENT TO SAID PLAN TO EACH EMPLOYEE OF THE BARGAINING UNIT AND HIS DEPENDENTS COVERED BY THIS AGREEMENT. SAID PLAN SHALL INCLUDE THE FOLLOWING COVERAGE:

1. NEW JERSEY BLUE CROSS AND BLUE SHIELD UNDER THE 14-20 HEALTH PLAN.

2. GROUP MAJOR MEDICAL INSURANCE WITH AT LEAST A \$25,000.00 LIMIT.

3. THE TOWNSHIP OF EWING SHALL CONTINUE A PRESCRIPTION DRUG PROVISION PROGRAM WITH HOSPITAL SERVICE PLAN OF NEW JERSEY. THE PREMIUM FOR SAID PROGRAM SHALL BE PAID FOR BY THE TOWNSHIP OF EWING AND ADMINISTERED BY SAME. TRE DRUG PRESCRIPTION PROGRAM SHALL PROVIDE BENEFITS TO ALL ELIGIBLE UNIT EMPLOYEES AND THEIR ELIGIBLE DEPENDENTS. THROUGH THE HOSPITAL SERVICE PLAN OF NEW JERSEY PRESCRIPTION PROGRAM, EACH PRESCRIPTION REQUIRED BY A COMPETENT MEDICAL AUTHORITY FOR A FEDERAL LEGEND DRUG SHALL BE PAID FOR BY THE CARRIER, SUBJECT TO DEDUCTIBLE PROVISIONS WHICH SHALL NOT EXCEED \$5.00 PRESCRIPTION FOR THE DURATION OF THIS AGREEMENT,

AND FURTHER SUBJECT TO SPECIFIED PROCEDURES AND ADMINISTRATIVE RULES AND REGULATIONS WHICH ARE PART OF THE PROGRAM.

EFFECTIVE JANUARY 1, 1990, THE PUBLIC EMPLOYER SHALL PROVIDE A PROGRAM OF PRESCRIPTION COVERAGE FOR RETIREES AND THEIR FAMILIES. RETIREES PRESCRIPTION COVERAGE SHALL BE DEFINED AS THAT SAME LEVEL OF COVERAGE THAT WAS PROVIDED TO THE RETIREES AT THE TIME OF HIS OR HER RETIREMENT FROM THIS EMPLOYER. THE EMPLOYER SHALL PAY ONE-HALF OF THE COST OF THE RETIREES PRESCRIPTION PREMIUM.

4. PERMANENT EMPLOYEES COVERED BY THIS AGREEMENT SHALL BE ELIGIBLE TO RECEIVE EYE CARE BENEFITS OUTLINED BELOW UPON PRESENTATION OF RECEIPTED BILLS;

FULL TIME EMPLOYEES AND ELIGIBLE DEPENDENTS AS DEFINED SHALL BE ELIGIBLE FOR A MAXIMUM PAYMENT OF \$35.00 OR THE COST, WHICHEVER IS LESS, OF AN EYE EXAMINATION BY AN OPHTHALMOLOGIST OR OPTOMETRIST, WITH NOT MORE THAN ONE (1) PAYMENT PER INDIVIDUAL EVERY TWO (2) YEARS.

FULL TIME EMPLOYEES AND ELIGIBLE DEPENDENTS AS DEFINED SHALL BE ELIGIBLE FOR A MAXIMUM OF \$30.00 TOWARDS THE COST OF PRESCRIPTION OPTICAL LENSES, WITH NOT MORE THAN ONE (1) PAYMENT PER INDIVIDUAL EVERY TWO (2) YEARS.

THE EMPLOYEE AND HIS DEPENDENTS (AS SET FORTH IN THE STATE OF NEW JERSEY HEALTH BENEFITS PROGRAM ACT) WILL BE ELIGIBLE FOR THE BENEFIT AFTER THE PERMANENT EMPLOYEE HAS BEEN CONTINUOUSLY EMPLOYED FOR A MINIMUM OF NINETY (90) DAYS.

5. THE TOWNSHIP OF EWING WILL PROVIDE CERTAIN DENTAL BENEFITS TO ALL ELIGIBLE UNIT EMPLOYEES AND THEIR ELIGIBLE DEPENDENTS. THERE SHALL BE A TOTAL OF \$50.00 DENTAL DEDUCTIBLE PER YEAR FOR THE ELIGIBLE EMPLOYEE AND HIS ELIGIBLE DEPENDENTS. THE TOWNSHIP WILL PAY A TOTAL MAXIMUM FOR DENTAL SERVICES FOR THE ELIGIBLE EMPLOYEE AND HIS ELIGIBLE DEPENDENTS IN THE SUM OF \$500.00 PER YEAR ABOVE THE \$50.00 DEDUCTIBLE PER YEAR FOR DENTAL SERVICES. THE EMPLOYEE MUST SUBMIT PAID RECEIPTS FOR ALL DENTAL SERVICES INCURRED AND MUST COMPLETE AND SIGN VOUCHERS FOR DENTAL SERVICES TO QUALIFY FOR PAYMENT BY THE TOWNSHIP OF EWING.

THE EMPLOYEE AND HIS DEPENDENTS (AS SET FORTH IN THE STATE OF NEW JERSEY HEALTH BENEFIT PROGRAM ACT) WILL BE ELIGIBLE FOR THIS BENEFIT AFTER THE PERMANENT EMPLOYEE HAS BEEN CONTINUOUSLY EMPLOYED FOR A MINIMUM OF NINETY (90) DAYS.

EXAMPLES: (1) THE ELIGIBLE EMPLOYEE AND HIS ELIGIBLE DEPENDENTS INCURRED AND EXPENDED A TOTAL SUM OF \$150.00 TOWARDS DENTAL SERVICES; THE EMPLOYEE WOULD RECEIVE \$100.00 FROM THE TOWNSHIP OF EWING. (2) THE ELIGIBLE EMPLOYEE AND HIS ELIGIBLE DEPENDENTS INCURRED AND EXPENDED A TOTAL SUM OF \$600.00 FOR DENTAL SERVICES; THE EMPLOYEE WOULD RECEIVE A TOTAL SUM OF \$500.00 FROM THE TOWNSHIP OF EWING.

ARTICLE XV
GRIEVANCE PROCEDURE

SECTION 15.01 -- PURPOSE

1. THE PURPOSE OF THIS PROCEDURE IS TO SECURE AT THE LOWEST POSSIBLE LEVEL, EQUITABLE SOLUTIONS TO THE PROBLEMS WHICH MAY ARISE AFFECTING THE TERMS AND CONDITIONS OF THIS AGREEMENT. THE PARTIES AGREE THAT THIS PROCEDURE WILL BE KEPT AS INFORMAL AS MAY BE APPROPRIATE.

2. NOTHING HEREIN CONTAINED SHALL BE CONSTRUED AS LIMITING THE RIGHT OF ANY EMPLOYEE HAVING A GRIEVANCE TO DISCUSS THE MATTER INFORMALLY WITH ANY APPROPRIATE MEMBER OF THE TOWNSHIP.

SECTION 15.02 -- DEFINITION

THE TERM GRIEVANCE SHALL INCLUDE:

1. A CLAIMED BREACH, MISINTERPRETATION, OR IMPROPER APPLICATION OF THE TERMS OF THIS AGREEMENT; OR

2. A CLAIMED VIOLATION, MISINTERPRETATION, OR MISAPPLICATION OF RULES OR REGULATIONS, EXISTING POLICY OR ORDER APPLICABLE TO THE AGENCY OR DEPARTMENT WHICH EMPLOYS THE GRIEVANT WHICH SHALL BE LIMITED TO THOSE MATTERS AFFECTING THE TERMS AND CONDITIONS OF EMPLOYMENT.

SECTION 15.03 -- STEPS OF THE GRIEVANCE PROCEDURE

THE FOLLOWING CONSTITUTE THE SOLE AND EXCLUSIVE METHOD FOR SOLVING GRIEVANCES COVERED BY THIS AGREEMENT:

STEP 1. (A) GRIEVANCES MAY BE INSTITUTED BY EITHER THE AGGRIEVED OFFICER, THE SOA ON THE OFFICER'S BEHALF, OR THE SOA ON ITS OWN AS AN SOA GRIEVANCE. THE PERIOD OF TIME FOR THE INITIAL FILING OF THE GRIEVANCE WITH THE IMMEDIATE SUPERVISOR SHALL BE TWENTY-FIVE (25) DAYS FROM THE DATE OF OCCURRENCE OF THE GRIEVANCE, OR WITHIN TWENTY-FIVE (25) DAYS AFTER THE AGGRIEVED OFFICER WOULD REASONABLY BE EXPECTED TO KNOW OF ITS OCCURRENCE.

FAILURE TO ACT WITHIN THE SAID TWENTY-FIVE (25) WORKING DAYS SHALL BE DEEMED TO CONSTITUTE AN ABANDONMENT OF SAID GRIEVANCE.

(B) THE SUPERVISOR SHALL RENDER A DECISION IN WRITING WITHIN FIVE (5) WORKING DAYS AFTER THE RECEIPT OF THE GRIEVANCE.

(C) IN THE EVENT THAT THE GRIEVANCE PERTAINS TO THE IMMEDIATE SUPERVISOR, THIS STEP MAY BE OMITTED AT THE DISCRETION OF THE GRIEVANT AND HIS OR HER IMMEDIATE SUPERVISOR. THE AGGRIEVED WILL FORWARD A COPY OF THE GRIEVANCE TO HIS IMMEDIATE SUPERVISOR IN ALL SITUATIONS.

STEP 2. IN THE EVENT SAID SETTLEMENT HAS NOT BEEN REACHED, THE AGGRIEVED SHALL IN WRITING AND SIGNED, FILE HIS COMPLAINT WITH THE CHIEF OF POLICE WITHIN FIVE (5) WORKING DAYS FOLLOWING THE DETERMINATION OF STEP 1. THE CHIEF OF POLICE OR HIS DESIGNEES

SHALL MEET WITH THE AGGRIEVED AND RENDER HIS DECISION IN WRITING WITHIN FIVE (5) WORKING DAYS AFTER THE AFOREMENTIONED MEETING.

FAILURE TO ACT WITHIN THE SAID FIVE DAYS WILL BE DEEMED TO CONSTITUTE ABANDONMENT OF SAID GRIEVANCE.

STEP 3. SHOULD THE AGGRIEVED DISAGREE WITH THE DECISION OF THE CHIEF, THE AGGRIEVED MAY PRESENT THE GRIEVANCE IN WRITING WITHIN TEN (10) WORKING DAYS FROM THE DATE OF THE DECISION TO THE TOWNSHIP COMMITTEE. THE TOWNSHIP COMMITTEE WILL MEET WITH THE AGGRIEVED WITHIN TWENTY-FOUR (24) DAYS AFTER THEIR RECEIPT OF THE AGGRIEVED'S WRITTEN GRIEVANCE, AND SHALL RENDER THEIR DECISION WITHIN FIVE (5) WORKING DAYS AFTER THE AFOREMENTIONED MEETING.

THE AGGRIEVED'S FAILURE TO PRESENT THE GRIEVANCE IN WRITING WITH THE TOWNSHIP COMMITTEE WITHIN FIVE (5) DAYS AFTER THE DECISION OF THE CHIEF, SHALL BE DEEMED TO CONSTITUTE AN ABANDONMENT OF SAID GRIEVANCE.

STEP 4. SHOULD THE AGGRIEVED BE DISSATISFIED WITH THE TOWNSHIP COMMITTEE'S DECISION, SUCH PERSON HAS WITHIN FOURTEEN (14) DAYS AFTER THE TOWNSHIP COMMITTEE'S DECISION TO REQUEST, IN WRITING, BINDING ARBITRATION, AS TO NON-DISCIPLINARY MATTERS.

IN THE EVENT THAT ARBITRATION IS NOT REQUESTED WITHIN FOURTEEN (14) DAYS THE GRIEVANCE SHALL BE DEEMED ABANDONED, AND THE MATTER MAY NOT THEN THEREAFTER BE ARBITRATED; EXCEPT THAT WITH RESPECT TO DISCIPLINARY MATTERS, NOTHING IN THIS ARTICLE SHALL WAIVE AN EMPLOYEE'S RIGHT TO APPEAL

MAJOR DISCIPLINE (SUSPENSIONS OF MORE THAN FIVE DAYS) PURSUANT TO CIVIL SERVICE LAW OR REGULATIONS, OR FROM APPEALING MINOR DISCIPLINE (SUSPENSION OF FIVE DAYS OR LESS) AS MAY BE OTHERWISE PROVIDED BY LAW. SEE e.g. ROMANOWSKI V. BRICK TOWNSHIP, 185 N.J. SUPER. 197 (L. 1982), APP'D 192 N.J. SUPER. 79 (APP. DIV. 1983).

THE ARBITRATION PROCEEDING SHALL BE CONDUCTED BY AN ARBITRATOR TO BE SELECTED BY THE EMPLOYER AND THE ASSOCIATION WITHIN SEVEN (7) DAYS AFTER NOTICE HAS BEEN GIVEN. IF THE PARTIES FAIL TO SELECT AN ARBITRATOR, THE STATE MEDIATION AND CONCILIATION SERVICE OF THE PUBLIC EMPLOYMENT RELATIONS COMMISSION SHALL BE REQUESTED BY EITHER OR BOTH PARTIES TO PROVIDE A PANEL OF FIVE (5) ARBITRATORS. BOTH EMPLOYER AND THE ASSOCIATION SHALL HAVE THE RIGHT TO STRIKE TWO NAMES FROM THE PANEL. THE ASSOCIATION SHALL STRIKE THE FIRST NAME, THE OTHER PARTY SHALL STRIKE ONE (1) NAME. THE PROCESS WILL BE REPEATED AND THE REMAINING PERSON SHALL BE THE ARBITRATOR.

THE AFOREMENTIONED ARBITRATION WILL BE BINDING UPON THE PARTIES IN NON-DISCIPLINARY MATTERS. THE ARBITRATOR SHALL BE REQUESTED TO ISSUE HIS DECISION WITHIN THIRTY (30) DAYS AFTER THE CONCLUSION OF TESTIMONY AND ARGUMENT. IT IS INTENDED BY THIS PROVISION TO GIVE THE EMPLOYEE THE OPTION TO APPEAL HIS CASE UNDER THE CIVIL SERVICE RULES AND REGULATIONS AND THROUGH CIVIL SERVICE PROCEDURES OR ARBITRATION, BUT NOT BOTH. IT IS NOT INTENDED TO CHANGE OR MODIFY OR ALTER IN ANY FASHION THE CIVIL SERVICE RULES AND REGULATIONS, BUT IN EFFECT

ONLY TO GIVE AN ADDITIONAL ALTERNATIVE REMEDY TO AN EMPLOYEE. A GRIEVANT MUST ELECT TO PROCEED EITHER UNDER ARBITRATION OR CIVIL SERVICE, NOT BOTH.

EXPENSES FOR THE ARBITRATOR'S SERVICES AND PROCEEDINGS SHALL BE BORNE EQUALLY BY THE EMPLOYER AND THE ASSOCIATION. IF EITHER PARTY DESIRES A VERBATIM RECORD OF THE PROCEEDINGS, IT MAY CAUSE SUCH RECORD TO BE MADE, PROVIDING IT PAYS FOR THE RECORD AND MAKES COPIES AVAILABLE, WITHOUT CHARGE, TO THE OTHER PARTY AND TO THE ARBITRATOR.

THE ONLY GRIEVANCES OR DISPUTES WHICH MAY BE SUBSTITUTED FOR ARBITRATION SHALL BE THOSE ARISING OUT OF THE MEANING, APPLICATION AND INTERPRETATION OF THE PROVISIONS OF THE AGREEMENT. THE ARBITRATOR SHALL HAVE NO POWER TO ADD OR SUBTRACT FROM OR MODIFY ANY OF THE TERMS OF THIS AGREEMENT.

ARTICLE XVI

TERM

SECTION 16.01

THIS AGREEMENT SHALL BE EFFECTIVE AS OF THE FIRST DAY OF JULY, 1993, AND SHALL REMAIN IN FULL FORCE AND EFFECT UNTIL MIDNIGHT ON JUNE 30, 1996. NEGOTIATIONS CONCERNING ANY RENEWAL OR REPLACEMENT HEREOF SHALL COMMENCE ON MARCH 15, 1996 BY AND BETWEEN THE PARTIES HEREBY BY NOTICE BY EITHER PARTY SERVED, REGULAR MAIL, UPON THE OTHER.

THIS AGREEMENT SHALL REMAIN IN FULL FORCE AND EFFECT DURING THE PERIOD OF NEGOTIATIONS UNTIL NOTICE OF TERMINATION OF THIS AGREEMENT IS PROVIDED TO THE OTHER PARTY.

ARTICLE XVII
RETIREMENT BENEFITS

SECTION 17.01

1. THE EMPLOYER AGREES TO CONTINUE TO PROVIDE RETIREMENT BENEFITS AS ARE PRESENTLY IN EFFECT AT ITS COST AND EXPENSE.

2. UNUSED SICK LEAVE -- RETIREMENT

PERMANENT EMPLOYEES IN THE UNIT WHO ENTER REGULAR RETIREMENT AFTER TWENTY-FIVE (25) YEARS OF SERVICE, OR RETIRE DUE TO DISABILITY AS DETERMINED BY THE DIVISION OF PENSIONS OF THE STATE OF NEW JERSEY AND HAVE TO HIS OR HER CREDIT ANY EARNED AND UNUSED ACCUMULATED SICK LEAVE, WHICH SICK LEAVE SHALL BE SOLELY THE TWELVE (12) DAYS PER CALENDAR YEAR SET FORTH IN THE CONTRACT AND NOT THE TWO HUNDRED AND FIFTY-ONE (251) DAYS BASE SICK DAYS SET FORTH IN THE CONTRACT, SHALL BE ENTITLED TO RECEIVE SUPPLEMENTAL COMPENSATION FOR EACH EARNED AND UNUSED ACCUMULATED SICK LEAVE AS DEFINED ABOVE.

WITH REGARDS TO REGULAR RETIREMENTS, THE SUPPLEMENTAL COMPENSATION TO BE PAID SHALL BE COMPUTED AT THE RATE OF ONE-HALF OF THE ELIGIBLE EMPLOYEES DAILY RATE OF PAY FOR EACH DAY OF THE EARNED AND UNUSED ACCUMULATED SICK LEAVE BASED UPON THE AVERAGE ANNUAL COMPENSATION RECEIVED DURING THE LAST YEAR OF HIS EMPLOYMENT PRIOR TO THE EFFECTIVE DATE OF HIS RETIREMENT, PROVIDED, HOWEVER, THAT NO SUCH SUPPLEMENTAL COMPENSATION SHALL EXCEED THIRTEEN

THOUSAND DOLLARS (\$13,000.00). THIS SUPPLEMENTAL COMPENSATION SHALL BE PAID IN A LUMP SUM AFTER THE EFFECTIVE DATE OF RETIREMENT AFTER SIX (6) MONTHS OF NOTICE IS GIVEN TO THE EMPLOYER.

WITH REGARDS TO PERMANENT DISABILITY RETIREMENT, THE SUPPLEMENTAL COMPENSATION TO BE PAID SHALL BE COMPUTED AT THE RATE OF ONE-HALF OF THE ELIGIBLE EMPLOYEES DAILY RATE OF PAY FOR EACH DAY OF THE EARNED AND UNUSED ACCUMULATED SICK LEAVE BASED UPON THE AVERAGE ANNUAL COMPENSATION RECEIVED DURING THE LAST YEAR OF HIS OR HER EMPLOYMENT PRIOR TO THE EFFECTIVE DATE OF HIS OR HER RETIREMENT. PROVIDED, HOWEVER, THAT NO SUCH SUPPLEMENTAL COMPENSATION SHALL EXCEED THIRTEEN THOUSAND DOLLARS (\$13,000.00), AND PROVIDED FURTHER, THAT THE ACCUMULATED SICK TIME PAYMENT FOR DISABILITY SHALL BE CALCULATED BY DETERMINING A REGULAR RETIREMENT SICK PAYMENT AND MULTIPLYING THAT FIGURE BY A FRACTION WITH THE NUMERATOR BEING THE EMPLOYEES FULL YEARS OF SERVICE AND THE DENOMINATION BEING TWENTY-FIVE (25) YEARS. ADDITIONALLY, THE PAYMENT TO A DISABILITY RETIREE SHALL NOT EXCEED A SICK LEAVE BUY BACK PAYMENT DUE UNDER REGULAR RETIREMENT SICK LEAVE BUY BACK. THIS SUPPLEMENTAL COMPENSATION SHALL BE PAID IN A LUMP SUM AFTER THE EFFECTIVE DATE OF RETIREMENT AFTER SIX (6) MONTHS OF NOTICE IS GIVEN TO THE EMPLOYER.

WITH REGARD TO AN EMPLOYEE WHO DIES, IF ANY PERMANENT EMPLOYEE OF THE UNIT SHALL DIE WHO IS A MEMBER OF THE DEPARTMENT AND HAVE TO HIS OR HER CREDIT ANY EARNED OR UNUSED ACCUMULATED SICK LEAVE, WHICH SICK LEAVE SHALL BE SOLELY THE TWELVE (12) DAYS PER CALENDAR YEAR SET FORTH IN THE CONTRACT AND NOT THE TWO HUNDRED FIFTY-ONE (251) DAYS BASE SICK DAYS SET FORTH IN THE CONTRACT, THEN THE DECEASED MEMBERS IMMEDIATE FAMILY SHALL BE ENTITLED TO RECEIVE SUPPLEMENTAL PAYMENT FOR SUCH EARNED AND UNUSED ACCUMULATED SICK LEAVE AS DEFINED ABOVE. IMMEDIATE FAMILY SHALL MEAN SPOUSE, AND IF NO LIVING CHILDREN, THEN PARENTS OF DECEDENT, IN EQUAL SHARES, AND IF NO LIVING PARENT THEN TO LIVING GRANDCHILDREN OF DECEDENT, IN EQUAL SHARES. PAYMENT TO BE MADE SHALL BE COMPUTED AT THE RATE OF ONE-HALF OF THE ELIGIBLE EMPLOYEE'S DAILY RATE OF PAY FOR EACH DAY OF THE EARNED AND UNUSED ACCUMULATED SICK LEAVE BASED UPON THE AVERAGE ANNUAL COMPENSATION RECEIVED DURING THE LAST YEAR OF HIS OR HER EMPLOYMENT PRIOR TO DEATH, PROVIDED THAT NO SUCH SUPPLEMENTAL COMPENSATION SHALL EXCEED THIRTEEN THOUSAND DOLLARS (\$13,000.00) FOR A DEATH. THE SUPPLEMENTAL COMPENSATION SHALL BE PAID IN A LUMP SUM AFTER THE EFFECTIVE DATE OF RETIREMENT.

FOR A PERMANENT EMPLOYEE TO BE ENTITLED TO UNUSED SICK LEAVE PAYMENT, HE MUST HAVE, IN ADDITION TO THE TWO HUNDRED FIFTY-ONE (251) BASE SICK DAYS. SOME UNUSED ACCUMULATED SICK LEAVE.

EXAMPLES AS TO REGULAR SICK LEAVE BUY BACK:

(A) EMPLOYEE HAS TWO HUNDRED FIFTY-ONE (251) BASE SICK DAYS, PLUS FIFTY (50) UNUSED SICK DAYS, HE WOULD BE ENTITLED TO BE COMPENSATED FOR ONE-HALF OF THE UNUSED FIFTY (50) SICK DAYS UP TO THE SUM OF THIRTEEN THOUSAND DOLLARS (\$13,000.00).

(B) EMPLOYEE HAS TWO HUNDRED (200) BASE SICK DAYS, AND NO UNUSED ACCUMULATED SICK LEAVE, HE WOULD NOT BE ENTITLED TO ANY COMPENSATION FOR UNUSED SICK LEAVE.

(C) EMPLOYEE HAS ONE HUNDRED FIFTY-ONE (151) BASE SICK LEAVE AND ONE HUNDRED FIFTY (150) UNUSED ACCUMULATED SICK LEAVE, ONE HUNDRED (100) OF HIS ACCUMULATED SICK LEAVE WOULD HAVE TO BE ADDED TO THE ONE HUNDRED FIFTY-ONE (151) BASE SICK DAYS TO ARRIVE AT TWO HUNDRED FIFTY-ONE (251) BASE SICK DAYS, WHICH WOULD LEAVE THE EMPLOYEE WITH FIFTY (50) UNUSED ACCUMULATED SICK LEAVE, AND HE WOULD BE ENTITLED TO ONE-HALF OF THOSE FIFTY (50) DAYS FOR COMPENSATION UP TO THE MAXIMUM OF THIRTEEN THOUSAND DOLLARS (\$13,000.00).

EXAMPLE AS TO DISABILITY SICK LEAVE BUY BACK:

(A) EMPLOYEE HAS TWO HUNDRED FIFTY-ONE (251) BASE SICK DAYS, PLUS FIFTY (50) UNUSED SICK DAYS, AND TWENTY (20) FULL YEARS OF SERVICE; HE WOULD BE ENTITLED TO BE COMPENSATED FOR ONE-HALF OF THE UNUSED FIFTY (50) SICK DAYS TIMES FOUR-FIFTH'S UP TO THE SUM OF THIRTEEN THOUSAND DOLLARS (\$13,000.00).

(B) EMPLOYEE HAS TWO HUNDRED (200) BASE SICK DAYS AND NO UNUSED ACCUMULATED SICK LEAVE AND TWENTY (20) FULL YEARS OF SERVICE, HE WOULD NOT BE ENTITLED TO ANY COMPENSATION FOR UNUSED SICK LEAVE.

(C) EMPLOYEE HAS ONE HUNDRED FIFTY-ONE (151) BASE SICK LEAVE AND ONE HUNDRED FIFTY (150) UNUSED ACCUMULATED SICK LEAVE, AND TWENTY (20) FULL YEARS OF SERVICE, ONE HUNDRED (100) OF HIS ACCUMULATED SICK LEAVE WOULD HAVE TO BE ADDED TO ONE HUNDRED FIFTY-ONE (151) BASE SICK DAYS TO ARRIVE AT TWO HUNDRED FIFTY-ONE (251) BASE SICK DAYS, WHICH WOULD LEAVE THE EMPLOYEE WITH FIFTY (50) UNUSED ACCUMULATED SICK LEAVE, AND HE OR SHE WOULD BE ENTITLED TO ONE-HALF OF THOSE FIFTY (50) DAYS TIME FOUR-FIFTH'S COMPENSATION UP TO THE MAXIMUM OF THIRTEEN THOUSAND DOLLARS (\$13,000.00).

3. THE EMPLOYER WILL PAY THE PREMIUM FOR BLUE CROSS AND BLUE SHIELD COVERAGE FOR A PERMANENT EMPLOYEE AND HIS DEPENDENTS, THE DEPENDENTS AS DEFINED IN THE STATE OF NEW JERSEY HEALTH BENEFITS PROGRAM, AFTER THE PERMANENT EMPLOYEE HAS RETIRED UP TO THE DATE OF THE RETIRED EMPLOYEE'S DEATH, PROVIDED SAID PERMANENT EMPLOYEE RETIRED AFTER TWENTY-FIVE (25) YEARS OR MORE OF SERVICE CREDITED IN SUCH RETIREMENT SYSTEM, OR THOSE PERMANENT EMPLOYEES WHO RETIRED ON DISABILITY PENSION BASED ON FEWER YEARS OF SERVICE CREDITED IN SUCH RETIREMENT SYSTEM AND MUST MEET ALL OTHER CRITERIA AS SET FOR BY CHAPTER 86.

ARTICLE XVIII
INDEMNIFICATION

SECTION 18.01

THE TOWNSHIP DOES HEREBY AGREE TO PROVIDE POLICE PROFESSIONAL LIABILITY INSURANCE IN AN UNLIMITED AMOUNT THROUGH THE TOWNSHIP'S SELF-INSURANCE PROGRAM AND OR A LIABILITY INSURANCE POLICY.

SECTION 18.02

THE EMPLOYER SHALL, AT NO COST TO THE MEMBER, REPAIR OR REPLACE AT THE EMPLOYER'S OPTION, ANY PERSONAL EQUIPMENT OR PROPERTY OF THE MEMBER DAMAGED OR BROKEN AS A RESULT OF THE ACTIVITIES OF A MEMBER IN THE LINE OF DUTY AS A EWING TOWNSHIP POLICE OFFICER, THE SUM NOT TO EXCEED ONE HUNDRED FIFTY DOLLARS (\$150.00).

(A) THE PARTIES HAVE AGREED TO THE FOLLOWING:

(1) IN DISCIPLINARY ACTION BROUGHT BY THE EMPLOYER AGAINST THE EMPLOYEE AND THE EMPLOYEE SUBSEQUENTLY PREVAILS, THE EMPLOYER WILL REIMBURSE THE EMPLOYEE FOR LEGAL EXPENSES OF HIS DEFENSE FOR THE REASONABLE TIME AS IS REQUIRED AT THE HOURLY RATE OF SEVENTY-FIVE DOLLARS (\$75.00).

(2) IN MATTERS WHERE THE EMPLOYEE IS THE DEFENDANT IN AN ACTION OR LEGAL PROCEEDING ARISING OUT OF OR INCIDENTAL TO THE PERFORMANCE OF HIS OR HER DUTY, THE EMPLOYER SHALL PAY THE SUM OF SEVENTY-FIVE DOLLARS (\$75.00) PER HOUR FOR LEGAL FEES IN THE EMPLOYEE'S DEFENSE FOR SUCH TIME AS IS REQUIRED.

(3) IN ALL MATTERS WHERE THE EMPLOYEE'S ATTORNEY IS REQUESTING PAYMENT, THE EMPLOYEE'S ATTORNEY IS REQUIRED TO SUBMIT AN AFFIDAVIT OF SERVICE TO THE TOWNSHIP IN ORDER TO BE PAID UNDER ARTICLE XIX.

ARTICLE XIX
REPRESENTATION OF MEMBERS

SECTION 19.01

1. WHENEVER AN EMPLOYEE IS A DEFENDANT IN AN ACTION OR LEGAL PROCEEDING ARISING OUT OF OR INCIDENTAL TO THE PERFORMANCE OF HIS DUTY, THE EMPLOYER SHALL PROVIDE THE EMPLOYEE WITH NECESSARY MEANS FOR THE DEFENSE OF SUCH ACTION AND PROCEEDINGS, BUT NOT FOR HIS DEFENSE IN A DISCIPLINARY ACTION INSTITUTED AGAINST HIM BY THE EMPLOYER OR IN A CRIMINAL PROCEEDING INSTITUTED AGAINST HIM AS A RESULT OF A COMPLAINT ON BEHALF OF HIS EMPLOYER. IF ANY DISCIPLINARY ACTION OR CRIMINAL PROCEEDING INSTITUTED BY OR ON COMPLAINT OF THE EMPLOYER SHALL BE DISMISSED OR FINALLY BE DETERMINED IN FAVOR OF THE EMPLOYEE, THE EMPLOYER SHALL REIMBURSE THE EMPLOYEE FOR THE EXPENSE OF HIS DEFENSE. IN ANY CRIMINAL PROCEEDING INSTITUTED AGAINST THE EMPLOYEE ARISING OUT OF OR INCIDENTAL TO THE PERFORMANCE OF HIS DUTIES, THE EMPLOYEE SHALL HAVE THE RIGHT TO SECURE INDEPENDENT COUNSEL, SUBJECT TO THE APPROVAL OF THE EMPLOYER, AS TO THE ATTORNEY RETAINED AND THE FEES TO BE CHARGED. WHICH APPROVAL SHALL NOT BE UNREASONABLY WITHHELD. IN THE EVENT THAT THE EMPLOYEE FAILS TO OBTAIN THE APPROVAL OF THE EMPLOYER AS TO THE FEE TO BE CHARGED BY THE ATTORNEY AND THE ATTORNEY TO BE RETAINED, THEN IN THAT EVENT THE FEE FOR THE ATTORNEY WILL BE THE SOLE RESPONSIBILITY OF THE EMPLOYEE.

ARTICLE XX
MEAL ALLOWANCE

IN THE EVENT THAT AN OFFICER COVERED BY THIS AGREEMENT WORKS TWELVE (12) CONTINUOUS HOURS IN ANY TWENTY-FOUR (24) HOUR WORK DAY, THEN HE/SHE SHALL BE PERMITTED A MEAL ALLOWANCE UP TO THE SUM OF EIGHT DOLLARS (\$8.00) UPON PRESENTATION OF A RECEIPTED BILL.

ARTICLE XXI
IN-SERVICE TRAINING

SECTION 21.01

THE COST OF ALL POLICE TRAINING COURSES, SEMINARS AND CONFERENCES AUTHORIZED IN ADVANCE BY THE TOWNSHIP WILL BE BORNE BY THE TOWNSHIP. THE TOWNSHIP WILL COMPENSATE EMPLOYEE'S AT THE RATE OF TWENTY-FIVE (25) CENTS PER MILE FOR USE OF HIS OWN VEHICLE IN ATTENDING SCHOOLING AND IN-SERVICE TRAINING, WHICH IS REQUIRED BY THE POLICE DEPARTMENT.

SECTION 21.02

THE TOWNSHIP OF EWING WILL PAY THE SUM OF TWO HUNDRED DOLLARS (\$200.00) ANNUALLY TO THE POLICE OFFICER WHO HAS RECEIVED AN AA DEGREE WITH A MAJOR IN LAW ENFORCEMENT AND OR CRIMINAL JUSTICE. THE TOWNSHIP OF EWING WILL PAY THE SUM OF FOUR HUNDRED DOLLARS (\$400.00) ANNUALLY TO THE POLICE OFFICER WHO HAS RECEIVED A BACHELOR'S DEGREE WITH A MAJOR IN LAW ENFORCEMENT AND OR CRIMINAL JUSTICE. IN NO CASE IS THE POLICE OFFICER TO RECEIVE MORE THAN FOUR HUNDRED DOLLARS (\$400.00) ANNUALLY AND SAID SUM IS IN ADDITION TO THE SALARY SET FORTH IN ARTICLE IX.

THE TOWNSHIP AGREES TO INCREASE THE AMOUNT OF COLLEGE BENEFIT BY FIFTY DOLLARS (\$50.00) EFFECTIVIVE 7-1-95. (I.E ASSOCIATE DEGREE SHALL BE PAID IN THE SUM OF \$250.00, BACHELOR'S DEGREE SHALL BE PAID IN THE SUM OF \$450.00.)

ARTICLE XXII
DECEDENT'S BENEFITS

SECTION 22.02

IN THE EVENT THAT AN EMPLOYEE IN THE BARGAINING UNIT SHALL DIE WHILE STILL AN EMPLOYEE OF THE TOWNSHIP OF EWING POLICE DEPARTMENT, HIS ESTATE WILL RECEIVE PAY FOR THE UNUSED HOLIDAYS AND VACATION TIME ON A PRORATED BASIS, AS WELL AS SICK TIME BUY BACK AS SET FORTH IN ARTICLE IX.

ARTICLE XXIII
PERSONNEL FILES

AN EMPLOYEE, BY REQUEST FOR APPOINTMENT, AND WITH APPROVAL OF THE IMMEDIATE SUPERVISOR, SHALL HAVE ACCESS TO EXAMINE HIS/HER OWN PERSONNEL FILE DURING OFFICER HOURS, AT A REASONABLE TIME SET BY MANAGEMENT.

THE EMPLOYEE MAY RESPOND IN WRITING TO ANY DOCUMENTS IN HIS/HER FILE, AND SAID RESPONSE SHALL BECOME PART OF THE PERSONNEL FILE BUT SHALL NOT BE BINDING UPON MANAGEMENT.

THE EMPLOYEE WILL BE GIVEN COPIES OF DISCIPLINARY ACTION TAKEN AGAINST HIM/HER, COMMENCING WITH WRITTEN REPRIMANDS.

ARTICLE XXIV
MATERNITY LEAVE

FEMALE POLICE OFFICERS SHALL ADVISE THE EMPLOYER IN WRITING OF PREGNANCY. THE RIGHTS OF A FEMALE POLICE OFFICER SHALL INCLUDE BUT NOT BE LIMITED TO THE FOLLOWING PROVISIONS:

1. THE FEMALE POLICE OFFICER SHALL BE PERMITTED TO WORK AS A POLICE OFFICER SO LONG AS SUCH WORK IS PERMITTED BY A DOCTOR'S NOTE. THE FEMALE POLICE OFFICER'S ASSIGNMENTS SHALL BE AT THE DISCRETION OF THE CHIEF OF POLICE. THE DOCTOR SHALL BE A PHYSICIAN OF THE OFFICER'S OWN CHOOSING. HOWEVER, THE EMPLOYER RESERVES THE RIGHT TO REQUIRE THE FEMALE POLICE OFFICER BE EXAMINED BY AND APPROVED FOR DUTY BY THE TOWNSHIP PHYSICIAN.

2. IN ADDITION TO THE OTHER PROVISIONS OF THIS ARTICLE, THE FEMALE POLICE OFFICER SHALL BE PERMITTED TO USE ACCUMULATED SICK TIME, COMPENSATORY TIME OFF AND ANY OTHER ACCUMULATED TIME BENEFITS WHICH SHE MAY HAVE DURING THE PERIOD OF HER PREGNANCY AND THE PERIOD FOLLOWING CHILDBIRTH. ANY REQUEST FOR SUCH USE SHALL BE IN ACCORDANCE WITH ESTABLISHED DEPARTMENTAL POLICY REGARDING REQUESTS FOR USE OF TIME BENEFITS. NOTHING CONTAINED HEREIN IS INTENDED TO ALLOW THE FEMALE POLICE OFFICER THE USE OF THE 251 SICK LEAVE BANK UNLESS SAID FEMALE POLICE OFFICER HAS QUALIFIED FOR THE USE OF THE 251 BANK IN ACCORDANCE WITH SECTION 5.01 OF THE CONTRACT.

3. IN ADDITION, A FEMALE EMPLOYEE WITH ONE (1) YEAR OR MORE OF SERVICE SHALL BE GRANTED, ON 30 DAYS WRITTEN NOTICE, MATERNITY LEAVE WITHOUT PAY FOR UP TO SIX (6) MONTHS DURATION AND SHALL BE RETURNED TO WORK WITHOUT LOSS OF PRIOR SENIORITY, OR PRIOR BENEFITS, PROVIDED SHE NOTIFIES THE CHIEF OF POLICE IN WRITING NO LATER THAN THREE (3) MONTHS OF LEAVE THAT SHE INTENDS TO RETURN TO WORK.

4. THE FEMALE POLICE OFFICER SHALL BE ENTITLED TO ALL BENEFITS NORMALLY PROVIDED TO POLICE OFFICERS ON ACTIVE DUTY DURING MATERNITY LEAVE PROVIDED FOR IN THIS ARTICLE, CONSISTENT WITH APPLICABLE LAWS AND REGULATIONS RELATING TO EMPLOYEE BENEFITS.

5. UPON RETURN TO ACTIVE DUTY STATUS, THE FEMALE POLICE OFFICER SHALL BE ENTITLED TO BE PLACED IN THE SAME POSITION (PATROL OR DETECTIVE) WHICH SHE HELD PRIOR TO MATERNITY LEAVE.

ARTICLE XXV

CIVIL SERVICE RIGHTS

SECTION 25.01

THE PARTIES AGREED THAT NOTWITHSTANDING THE TERMS SET FORTH IN THIS CONTRACT THAT THE EMPLOYEES WHO ARE MEMBERS OF THE BARGAINING UNIT HAVE NOT IN ANY WAY WAIVED AND THE TOWNSHIP AGREES THAT THEY HAVE NOT WAIVED ANY RIGHTS THAT THE EMPLOYEES MAY HAVE UNDER CIVIL SERVICE REGULATIONS, STATUTES AND LAWS.

ARTICLE XVI
SEPARABILITY AND SAVINGS

SECTION 26.01

IF ANY PROVISIONS OF THIS AGREEMENT SHALL BE HELD INVALID BY OPERATION OF LAW OR BY TRIBUNAL OF COMPETENT JURISDICTION INCLUDING BUT NOT LIMITED TO THE NEW JERSEY DEPARTMENT OF CIVIL SERVICE OR IF COMPLIANCE WITH OR ENFORCEMENT OF ANY PROVISIONS SHOULD BE RESTRAINED BY SUCH TRIBUNAL PENDING FINAL DETERMINATION AS TO ITS VALIDITY, SUCH PROVISION SHALL BE INOPERATIVE BUT ALL OTHER PROVISIONS OF THIS AGREEMENT SHALL NOT BE AFFECTED THEREBY AND SHALL CONTINUE IN FULL FORCE AND EFFECT.

ARTICLE XXVII

PERSONAL DAYS

SECTION 27.01

EMPLOYEES COVERED BY THIS AGREEMENT SHALL BE ENTITLED TO THREE (3) DAYS PER YEAR LEAVE OF ABSENCE WITH PAY FOR PERSONAL BUSINESS. SAID LEAVE SHALL NOT BE TAKEN UNLESS FORTY-EIGHT (48) HOURS NOTICE IS GIVEN, SAID LEAVE MAY BE TAKEN ONLY UPON AUTHORIZATION BY SAID CHIEF OF POLICE OR HIS DESIGNEE. THE TOWNSHIP RESERVES THE RIGHT TO DENY REQUESTS FOR PERSONAL DAYS AS CONDITIONS WARRANT, BUT AUTHORIZATION SHALL NOT BE UNREASONABLY WITHHELD. PERSONAL DAYS SHALL NOT BE TAKEN IN CONJUNCTION WITH VACATION, SICK LEAVE OR HOLIDAYS.

ARTICLE XXVIII

DEPARTMENTAL INVESTIGATIONS

IN AN EFFORT TO INSURE THAT DEPARTMENTAL INVESTIGATIONS ARE CONDUCTED IN A MANNER WHICH IS CONDUCTIVE TO GOOD ORDER AND DISCIPLINE, THE FOLLOWING RULES ARE HEREBY ADOPTED:

1. THE INTERROGATION OF A MEMBER OF THE SOA SHALL BE AT A REASONABLE HOUR, PREFERABLY WHEN THE MEMBER OF THE SOA IS ON DUTY, UNLESS THE EXIGENCIES OF THE INVESTIGATION DICTATE OTHERWISE.
2. THE INTERROGATIONS SHALL TAKE PLACE AT A LOCATION DESIGNATED BY THE CHIEF OF POLICE. USUALLY IT WILL BE AT THE OFFICE OF THE CHIEF OR THE LOCATION WHERE THE INCIDENT ALLEGEDLY OCCURRED.
3. THE MEMBER OF THE SOA SHALL BE INFORMED OF THE NATURE OF THE INVESTIGATION BEFORE ANY INTERROGATION COMMENCES. SUFFICIENT INFORMATION TO REASONABLY APPRAISE THE MEMBERS OF THE ALLEGATIONS SHOULD BE PROVIDED. IF IT IS KNOWN THAT THE MEMBER OF THE SOA, IS BEING INTERROGATED AS A WITNESS ONLY, HE SHOULD BE SO INFORMED AT THE INITIAL CONTACT.
4. THE QUESTIONING SHALL BE REASONABLE IN LENGTH. FIFTEEN (15) MINUTES TIME SHALL BE PROVIDED FOR PERSONAL NECESSITIES, MEALS, TELEPHONE CALLS, AND REST PERIODS AT THE END OF EVERY TWO (2) HOURS.
5. THE MEMBER OF THE SOA SHALL NOT BE SUBJECT TO ANY OFFENSIVE LANGUAGE, NOR SHALL HE BE THREATENED WITH TRANSFER, DISMISSAL OR OTHER DISCIPLINARY PUNISHMENT. NO PROMISE OF REWARD SHALL BE MADE AS AN INDUCEMENT TO ANSWERING QUESTIONS.

6. AT EVERY STATE OF THE PROCEEDINGS, THE DEPARTMENT SHALL AFFORD AN OPPORTUNITY FOR A MEMBER OF THE SOA, IF HE SO REQUESTS, TO CONSULT WITH COUNSEL AND OR HIS SOA OR PBA REPRESENTATIVE BEFORE BEING QUESTIONED CONCERNING A VIOLATION OF THE RULES AND REGULATIONS DURING THE INTERROGATION OF A MEMBER OF THE SOA, WHICH SHALL NOT DELAY THE INTERROGATION BEYOND ONE (1) HOUR FOR CONSULTATION WITH THE SOA REPRESENTATIVE.
7. IN CASES OTHER THAN DEPARTMENTAL INVESTIGATIONS, IF A MEMBER IS UNDER ARREST OR IF HE IS A SUSPECT OR THE TARGET OF A CRIMINAL INVESTIGATION, HE SHALL BE GIVEN HIS RIGHT PURSUANT TO THE CURRENT DECISIONS OF THE UNITED STATES SUPREME COURT.
8. NOTHING HEREIN SHALL BE CONSTRUED TO DEPRIVE THE DEPARTMENT OR ITS OFFICERS OF THE ABILITY TO CONDUCT THE ROUTINE AND DAILY OPERATIONS OF THE DEPARTMENT.
9. NO EMPLOYEE COVERED BY THIS AGREEMENT SHALL BE SUBJECTED TO ANY URINALYSIS OR BLOOD SCREENING UNLESS ONE OF THE TWO (2) CIRCUMSTANCES EXIST: (1) WHERE THE EMPLOYER HAS PROBABLE CAUSE TO SUSPECT THAT THERE IS A JOB-RELATED INDIVIDUALIZED IMPACT WITH RESPECT TO THE SPECIFIC EMPLOYEE BEING TESTED. (2) WHERE THE URINALYSIS OR BLOOD TESTING IS DONE AS PART OF A HONA FIDE ANNUAL PHYSICAL EXAMINATION WHICH IS DONE FOR THE ENTIRE POLICE DEPARTMENT.
10. UNDER NO CIRCUMSTANCE SHALL THE EMPLOYER OFFER OR DIRECT THE TAKING OF A POLYGRAPH EXAMINATION BY THIS AGREEMENT.

ARTICLE XXIX
FULLY BARGAINED

SECTION 29.0

THE PARTIES AGREE THAT THEY HAVE FULLY BARGAINED AND
AGREED UPON ALL TERMS AND CONDITIONS OF EMPLOYMENT INCORPORATE
THE COMPLETE AND FINAL UNDERSTANDING AND SETTLEMENT BY THE PARTIES
OF ALL BARGAINING ISSUES WHICH WERE OR COULD HAVE BEEN THE SUBJECT
OF NEGOTIATIONS.

IN WITNESS WHEREOF, WE HAVE HEREUNTO SET OUR HANDS AND
SEALS THE DATE AND YEAR FIRST HEREINABOVE WRITTEN.

WITNESS:

TOWNSHIP OF EWING

Nancy Kowalsky

BY:

Fred R. Liberman

WITNESS:

EWING SUPERIOR OFFICERS
ASSOCIATION

SGT Charles C. ...

BY:

[Signature]

APPENDIX A

BASE SALARY (HOLIDAY'S INCLUSIVE)

	EFF. 7-1-93	EFF. 7-1-94	EFF. 7-1-95
CAPTAIN	\$70,763	\$74,301	\$78,017
LIEUTENANT	\$64,405	\$67,625	\$71,006
SERGEANT	\$58,402	\$61,322	\$64,388

BASE SALARY (HOLIDAY'S EXCLUDED)

	EFF. 7-1-93	EFF. 7-1-94	EFF. 7-1-95
CAPTAIN	\$66,953	\$70,273	\$73,815
LIEUTENANT	\$60,937	\$63,984	\$67,183
SERGEANT	\$55,258	\$58,020	\$60,921

SIDEBAR MEMORANDUM

TO

JULY 1, 1993 TO JUNE 30, 1996

COLLECTIVE NEGOTIATIONS AGREEMENT

This memorandum is intended as an Addendum and Sidebar Letter to the July 1, 1993 to June 30, 1996 Collective Negotiations Agreement between the Township of Ewing (the "Township") and the Ewing Township Police Superior Officers Association (the "SOA").

The parties have completed their negotiations and reached agreement on the 7/1/93 to 6/30/96 contract; however, the non-superior officers, represented by PBA Local 111, are still negotiating their contract. The parties anticipate that the terms of the PBA negotiations, particularly as to wages, longevity, and clothing allowance, will be similar to those negotiated between the Township and the SDA. However, to ensure fairness to the SOA, and in recognition of their status as Superior Officers, the parties have agreed that if the PBA negotiations result in an agreement on wages, longevity, or clothing allowance greater than that agreed to by the SOA, or which reduces the current differentials, then the negotiations for this 7/1/93 to 6/30/96 contract will be reopened, for the sole purpose of negotiating with respect to why any or all three of these benefits should not be increased in light of the PBA contract.

EWING TOWNSHP POLICE SUPERIOR
OFFICERS ASSOCIATION

By: Don Rose
DON ROSE, PRESIDENT

Date: 7/24/93

TOWNSHIP OF EWING

By: Frederick Walters
FREDERICK WALTERS
TOWNSHIP MANAGER

Date: 7/24/93